Previous references.

1892.
~~191~~ .
(Sep. Rev)

File No. 20 of 91-92
Serial Nos. 1 – 33

Later references.

S. R. 247–02
Ex 1–20 (25, 45a, 87, 92, 95, 114, 222, 224)

132

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. 1 – 33

Major
~~Part~~ B. for Septr 1893.

SUBJECT

Distillery Water Supply.

---

1. To. Messrs Parry & Co Madras. D.O.R. 30.3.
From K. Seshadri Ayyar.
Expresses his regret on finding same his apprehension as regards the subject water supply to the Govt Central Distillery and intimates that the subject is fully explained in the minute which he wrote and forwards a copy of it.
Messrs Parry & Co Madras D.O.R. 31.3.92.
From K. Seshadri Ayyar
Intimates that a new para is to be substituted in lieu of para of the said minute has been enclosed.

G. R. S. 58

GPB—4,000—4-7-11

Dy No 13289/1976 R.

Forwards original letter from Mr Millar the agent of Messrs Parry & Co Madras, stating the Several rates of Nelli kuppam liquor and expresses his opinion on the subject of water supply &c.

From. Messrs Parry & Co Madras.

D. O. dt - 1. 4. 92 To E. Sesha di Ayyar

States his views with ~~the views~~ regard to the terms of the Contract.

From. Messrs Parry & Co Madras.

D. O. dt - 1. 4. 92

States that Clause 2 of the Notification of the 11th January further strengthens their Case.

To. The Excise Cancer No 1/1 dt - 1. 4. 92

Forwards the Dewans minute on the subject of water supply and requests that Messrs Parry & Co's Local Agent may be informed, repudiating Govt. any obligation to supply water or to pay them at 1½ps per gallon in Stead for Nelli kuppam liquor to be supplied to the Province

To Millar Esq. Agent of Messrs Parry & Co. Bangalore.

D. O. dt - 4. 4. 92. From CS.

Returns Copies of letters recd from Messrs Parry & Co Madras.

From. Millar Esq. D. O. dt - 4. 4. 92.

Acknowledges the receipt of the letters.

From. The Excise Cancer No 187/14 dt - 8/9. 4. 92

Dy No 276/62. Forwards copy of letter dt. 5. 4. 92. from Messrs Parry & Co Madras on the subject of Purchase of Nelli kuppam liquor.

To. The Govt Advocate No 237/30 R dt - 7. 4. 1892.

Requests to Submit a draft formal Statement Containing the pts at issue re the subject of water supply at the Central Distillery to Messrs Parry & Co and the agreement to be entered into by both parties to Submit the decision of both Govts

11. To. Messrs Parry & Co. Madras. D.O. dt. 7.4.92.

Wishes to know who would be their proposed Arbitrator.

12. To: Messrs Parry & Co, Madras No 238/7 dt. 7/8.4.92

Requests them to inform the name of the Arbitrator on their behalf.

13. From. Messrs Parry & Co Madras D.O. dt. 13.4.92

Dy No 498/13. Submits reply to the above.

14. From. The Govt Advocate No 54 dt. 13.4.92

Dy No 478/90 Submits draft of agreement for submission to arbitrators as called for.

15. From. Capt. Ravenshaw. D.O. dt. 14.4.92.

Enquires about the enhanced rates of Liquors charged by Parry & Co.

16. To. Capt: Ravenshaw, D.O. dt. 14.4.92

States the reasons for the enhanced rates of liquor

17. From. Capt: Ravenshaw. D.O. dt. 15.4.92.

States that the Resident remarks on agreeing to pay such enhanced rates.

18. To. Madhava Rao. D.O. dt. 24.4.92

Requests to keep a careful watch over the supply of water in the Distillery Tank.

19. From. The Comptroller. No 173. dt. 7/9.7.92.

Dy No 328/R74. Requests for orders of Govt re the adjustment of the excess between as 2 and annas 2½ per gallon agreed to be paid to Messrs Parry & Co.

20. From. The Excise Commr No 3529/196 dt. 21/27.12.1892.
Dy No 6852/R 1785.
Requests that the Survey Deptt. may be instructed to revise the assessment of the wet-lands under the Kempambudy Tank.

21. To. The Camptroller, Govt of Mysore
The Excise Commr, in Mysore
No 11258-9/R.J 96-92 dt. 11.1.93.
Authorizes the Camptroller to make the excess payment in the manner indicated by him on the quantities of Nelli kuppam liquor imported from Parry & Co into the Mysore State.

22. From: The Camptroller No 3603 dt. 21/23.1.93.
Dy No 7878/R 2026.
Annexes a Statement showing a quantity of Nelli kuppam liquor issued for sale from April to Decr 1892.

23. To. The Excise Commr No 13154/R 1576-92 dt. 26/31.1.93.
Forwards a copy of the Distillery inspection memo by the Offg Dewan.

24. To. The Chief Engineer in Mysore.
No 13195/R 1577-92 dt. 26/31.1.93.
Directs to issue immediate orders for action in the matter of readjusting the water pipes in the Central Distillery at Bangalore.

25. To. The Deptt Revenue Survey. } No 13201-2/R.J 252-92
The Excise Commr for info[rmation]. } dt. 26/31.1.93.
Requests to revise the assessment on the lands referred to in Ex. Comm's letter No 3529/196 dt. 21.12.92 as the water is now reserved for the use of Govt Distillery.

26.

Comptr's letter No 173 dated
July 1892 (Serial no 21)

(23 K.W)

Memo.

S. R 20 of 91-92

The Comptroller states that the Excise Commr has asked him to adjust the 2 annas and 1½ annas a gallon to be paid to Messrs Parry & Co over and above the contract rate of 6½ annas a gallon of liquor 20° U. P. (at which rate liquor is to be sold to the Arrack Vend farmers under existing arrangements) for the whole quantity of liquor issued by the firm from the distilleries during the period of 3 months ending 30th June 1892 and during the next period of 3 months ending 30th September 1892 respectively and solicits orders as regards the adjustment.

2. Govt have d

That Messrs Parry & Co are to be paid at 1½ annas per gallon for liquor supplied by them during the 3 months Ending 30th Sept 92 is gathered from the Excise Commr's letter No 100/15 dated 4th July 92 to the Comptroller (Copy obtained from the Compts Office).

in this Office letter No 1 × Serial No 7.
to the Excise Commissioner
dated 1st April 1892 that
Messrs Parry & Co were to
be paid for the liquor
they supplied from 1st April
to 30th June 1892 at
12 1/2 annas instead of
the contract rate of 10 1/2
annas., a gallon; and that
in case Govt should take
liquor (Rellicopam) for a
further period, they should
be paid for the liquor at
such lower rate than
12 1/2 annas as may be
mutually agreed upon
within the next month.

3- The rate at which
Messrs. Parry & Co should
be paid for liquor supplied
by them subsequent to
30th June 1892 has
not as yet been decided

Submitted for orders
Please see Mr. Ricketts
D.O. of 4th June 1892
(Paper no 28 in File No.
97) - Extract ~~as~~ quoted
in the margin for ready
reference -
7/12/92

From Mr Ricketts letter
to the Comptr., of
4th July 1892, pinned on
to this Memo) the rate
at which Messrs Parry & Co
are to be paid for the
three months ending 30th
September 92 appears
to have been fixed at
12 annas per gallon.
- The Excess payment
i.e, the difference between
the Contract rate and
the enhanced rate sanctioned
for imported liquor, must
be charged to the Excise
Budget so add
3 months ending
for the quarter
on 30 Sept 92 as for the
preceding 3 months

× Extract from Mr. Ricketts
D.O. of 10th June 1892.

× × ×
I am inclined therefore
to recommend the
acceptance of Mr. Yorke's
terms, viz, continuance
of 12½ annas rate for
the Mysore Province &
11½ annas for the Civil
& Military Station. × ×

—

Yes - order
accordingly

6/1

Draft sanctioned
11/1/93

Comptroller's no 3743 dated
January 1893.

(37)

Memo.

1. The Statement submitted by the Compt^r shows that the quantities of Nellikuppam liquor issued from the Govt Distillery to Wholesale Depots and ~~Boutiques~~ Separate Shopkeepers from 1st April to 30th September 1892 were as detailed below :-

	Gs
During the 1st period of 3 months ending on 30th June 1892	95.077-49
	96.755-10
	Diffce + 1677-12
During the 2nd period of 3 months ending on 30th Sept^r 1892	91.577-1
	91.602-1
	Diffce +25-"

The figures in red ink are taken from the statements submitted by the Excise Commr^r from time to time.

Subd.

If approved, the Excise Commr^r's explanation may be called for as regards these differences.

HB
3/4.

Comptr's no 3743 dated
30th Jany 1893.

Serial no (28)

2. Messrs Savoy & Co.'s Arrack manufactures to Govt., were paid at

Comptroller's no 3763 dated 21.1.93.
Serial no (27)

at 12½ annas a gallon
on issues during the 1st
period and at 12 annas
during the 2nd period
as per Govt Progs No
+
11258-9. dated 12th Jany 92. + Serial no (24)
R. F. 96-92

During the next 3 months
Ending on 31st December
1892 an aggregate
quantity of 34,451-41 Gls Drs
of Nellikuppam liquor
was stated to have
been issued from the
Distillery and for this
quantity also Messrs
Savory & Co ~~were paid~~
received payments at
12 annas a gallon

Serial No (28/a)

without due authority therefor. In reply to a reference on the subject by him (Comptr.), the Excise Commr. stated that the liquor issued from the Distillery from and after 1st October 1892 was imported from Nellikuppam before the 30th September 1892 and that therefore it was correctly paid at 12 annas per gallon. and that the liquor imported since 1st Octr. 1892 was being paid for at 10½ annas per gallon.

3. The Comptroller

remarks that the Excise Comm^r. paid the manufacturers at 12 1/2 annas per gallon upto 30th June 1892 and thereafter at 12 annas, irrespective of the stock of liquor in question that they may have had on 30th June 1892.

4. The Comptroller now solicits orders as to whether he may admit payment of over 10 1/2 annas per gallon for the Nellikuppam liquor issued from and after 1st October 1892, on the ground urged by the Excise Commissioner, viz, that the liquor was imported before the 30th Sept^r. 92

Submitted for orders.

21/4/93

22/4/93

Submitted for Orders - [The files are kept back as they are bulky & probably shall not be required]

28/4

The payment at 12 annas made for liquor imported beyond 30 degs must be sanctioned but the Govt. observe that because the Excise Commr allowed the Contractors to import from Nellikuppam a very large quantity of liquor between 1st Jany & 30 degs, far in excess of probable requirements, there has happened the result of the State ~~paying~~ in respect of such liquor 1½ annas per gallon more than the Contract rate and to that extent to suffer a reduction of Rs Excise Rev.

28/7

For Collector's remarks see my remark on Minute

1. 2 Mar 12 Rs. Files

A-29/7 Drafted A.K. 29/7/93

SECTION L. A.

FILE No. 20 07912

SERIAL No. 1

To

Messrs Farquhar & Madras

Bangalore, 30th March 1892.

My dear Sirs,

You have probably been made acquainted with the question of water supply at the Bangalore Distillery. I visited the Distillery yesterday with Colonel Bowen and Mr Fergus Smith. Your agent was also present. I was sorry to find some misapprehension to exist on the subject of the obligation of the Government

MINUTE BY THE DEWAN.

DATED BANGALORE, 30TH MARCH 1892.

Grave misapprehension appears to exist as to the duty of the Government in connection with the water supply at the Government Distillery at Bangalore, and it is necessary at once to record in writing what that duty is for the guidance of the Excise Commissioner and of the Manufacturers.

2. It is quite obvious to every one acquainted with the past working of the Bangalore Distillery by means of Contractors, that the Government never at any time undertook the duty of supplying water for distillation or other purposes to the Contractors at the Distillery. Government made the building and carried out certain works for water supply to it, and the contractor to whom the Government building and connected water works were leased for a specified rent, had, by virtue of such lease, the right to use the building and the water works for purposes of distillation. If owing to drought or other causes, the water works fail to yield the required water, it is for the contractor to get his water elsewhere, just in the same way as he has to get the other materials for distillation from any sources at his command. Government will of course do their best to help him to get the water or get the liquor manufactured at any place where water supply may exist, but are not responsible for the water supply failing.

3. As a matter of fact there never was any guarantee that Government would deliver at the Distillery the water required for the manufacture and I cannot too strongly condemn the suggestion which was made to me yesterday, to the effect that such a guarantee exists as regards the contract which is to expire on 31st March 1892, and that it is continued under the new contract to begin on 1st April 1892. This suggestion has apparently no better foundation than the fact that some years ago the Government built a tank and a channel from it for the special supply of the Distillery, and that these works have hitherto afforded to the Contractors an ample supply of water for purposes of distillation. The Government carried out these works under the following circumstances. In 1885-86 it was found that the Contractors were put to considerable difficulty and expense owing to the precarious nature of the water supply on which they had to depend for their distilling operations, and it was proposed by the Deputy Commissioner of Bangalore that the Government should help the Contractors by making a new tank and charging a very fair rent for the great convenience thus to be afforded to them. * (*Vide* Major Macintire's Letters Nos. 751-5, dated 28th July 1886 and 1267, dated 24th September 1886.)

*Extracts appended.

The Government approved of this proposal and on 27th December 1886, sanctioned the estimate for the water supply works for Rs. 8,280, (afterwards raised to Rs. 10,914, by a revised estimate) and when communicating such sanction the Government in the D. P. W. added as follows:—

"The Deputy Commissioner's proposal contained in his letter No. 751-5, dated 28th July 1886 as regards the Distillery rent being raised on account of the improved water supply is approved." Before the completion of these works the contractor used to lift his water from wells, &c., but after the tank and channel were built he was able to get the water brought into the Distillery by gravitation, and for this great convenience he paid a rent of Rs. 100 per month, over and above the rent of Rs. 150, for the distillery building.

4. This was the arrangement in force throughout the contract now about to expire. That contract provided as follows:—

"The contractor will further be required to pay monthly to Government a rent of Rs. 250, for the use of the Distillery buildings and water supply and to keep the said buildings and channels in a state of thorough repair. The Executive Engineer will inspect the buildings and water supply channels quarterly, and note in a book to

be kept for the purpose at the Distillery, the state of the buildings and channels and point out what should be done to the contractor or his Agents or employés present. A copy of these notes will be sent to the Deputy Commissioner, and a separate copy shall be communicated to the contractor. If within 15 days after the Executive Engineer's inspection the needful work be not executed by the contractor, the Executive Engineer will at once have the work done departmentally and the Deputy Commissoner shall recover the cost thereof from the defaulting contractor in accordance with rules for the time being in force for the recovery of arrears of Land Revenue". It is quite clear from the above that the contractor had the lease of both building and water works, that he took the whole on rent for what they were worth, that the relation in this matter between him and Government was that of tenant and landlord and that there was no guarantee of any kind by the landlord to the tenant as to the efficiency or sufficiency of the water supply.

5. When in December 1891 the new contract (since taken up by Messrs Parry & Co) was advertised, no change in the relation as above between Government and the contractor as regards the water supply, was contemplated or intended. The Government decided that it was unnecessary to encumber the Notification of 23rd December 1891, calling for tenders for the new contract, with details of rules which used to encumber previous similar Notifications, but at the same time by Condition VI of para 9 of Notification, dated 23rd December 1891, it was provided generally that the contractor should comply with the rules in force for the time being, and for the information of intending tenderers the more important of these rules were published with a separate Notification No. 404, dated 14th January 1892. Under such circumstances Condition I of para 9 of the Notification, dated 23rd December 1891 and Rule 2 of Notification, dated 14th January 1892 must be read together. They are as follows :—

Condition I, para 9 of Notification, dated 23rd December 1891.

"The contractor will be required to manufacture within the enclosure of the Government Distillery near Bangalore, or at such other place as may be approved by the Government. For the use of the Distillery buildings near Bangalore, and the water supply afforded therein, the contractor shall pay rent to Government at Rs. 250 per mensem, which is liable to be enhanced when any large improvements or additions are made"

Rule 2 of Notification, dated 14th January 1892.

" The Distillery shall be open at all times for inspection by the Officers of the Excise Department, or any other Official appointed for the purpose. All locks of the Distillery shall be sealed after the work is closed each day and the keys delivered under seal to the Officer in charge of the Distillery for safe custody. No arrack shall be taken out of the Distillery until it has been measured and tested by an official of Government appointed for that purpose. The contractor shall promptly execute such repairs to the Distillery buildings and channels as may be pointed out by the Executive Engineer, provided the cost in the year does not exceed 50 rupees". These two Rules, read together, in effect reproduce the provisions of the Rule in the contract for the 5 years ending 31st March 1892 already above quoted, the only difference being that instead of the value of repairs to be done by the contractor to both Distillery buildings and channels being left indefinite, the same during the new contract was limited to rupees 50 per annum.

6. It will be seen from the rules above quoted that the rent charged is in respect of 2 items—

1st. The use of the Government building.

2nd. The use of the water supply " afforded therein."

The words "afforded therein" were intended to indicate the existence, such as they were, of works intended for supply of water to the Distillery. The Government never contracted that those works would always yield the water required nor did they ever undertake to supply the water by other ways when those works failed. Government as a liberal landlord would always do everything reasonable to improve the water supply, charging additional rent in respect of such improvements but that they are liable actually to supply water to the contractor is a proposition utterly unfounded, as regards both the old and new contracts. It was however admitted when I was at the Distillery yesterday that the New contract gives nothing which the old did not give.

7. When sometime ago it was represented to me that the Distillery tank was dry, and the Excise Commissioner showed me a telegram from Parry and Co's Agent, asking for permission to import liquor under Bond from their Nellikuppam Factory, I was quite willing to help the Manufacturers, and with that object, obtained the consent of the Government of India for their importing liquor under Bond. I had before permitted Papanna & Co., similarly to import when the local price of jaggory was abnormally high. My action in both cases (*i.e.* when jaggory failed and when water failed) was intended to help the contractor to fulfill his contract to supply the requisite quantity of liquor without unnecessarily excessive cost.

8. Though the suggestion as to a Government guarantee of water is so palpably absurd and unfounded, yet as it was so persistently repeated before me yesterday when I visited the Distillery, I may perhaps note in this place, with reference to Condition I, para. 9 of Notification, dated 23rd December 1891:—

1*stly*. That if there was a guarantee to deliver water, something would as a matter of course have been said about its quantity, &c., and

2*ndly*. That if there was such a guarantee for manufacture at Bangalore, a similar one would naturally have been also provided in the case of a transfer of the manufacture from Bangalore to some other place, for which power is retained.

9. I fully believe that the present discussion has arisen without a full knowledge of facts by Messrs. Parry and Co. I believe also that the present water difficulty is quite temporary and trivial in its consequences, the tank attached to the Distillery not having failed till this very exceptional season and such failure being due in a large measure to unnecessary waste in the last year of the contract now about to expire. I accordingly trust most sincerely that this matter will not be allowed to go any further.

SHESHADRI IYER,
Dewan of Mysore.

Extract from letter No. 751, dated 28th July 1886, from the Deputy Commissioner, Bangalore District, to the Executive Engineer, Palace Division.

In reply I have the honor to return duly countersigned the plan and estimate framed for the construction of a new tank below the Kempambudi Tank, Bangalore Taluk, to supply water to the Government Distillery, for Rs. 8,280.

2. As the scheme appears to be a good one, I request you will kindly obtain sanction to put the work in hand at once.

3. As regards payment by the Arrack contractors, I am of opinion that no lump sum can now be charged, but hereafter a monthly sum could be charged based on what the contractors are paying now for water, or the Distillery rent raised, say, Rs. 750 to 1,000 per annum, in proportion to the expenditure now incurred on this account by them.

Extract from letter No. 1267, dated 24th September 1886, from the Deputy Commissioner, Bangalore District to the Secretary to the Government of Mysore, P. W. D.

* * * * *

* * * * *

6. As the matter is rather pressing, I would request the favor of your obtaining early orders on the subject. I am strongly in favor of a new tank lower down the vally being built as suggested by the Executive Engineer; the contractors would gladly pay a very fair percentage on the outlay, for the great conveinence this new tank would afford them.

SECTION S. R

FILE NO. 207 91-92

SER'AL NO. 2

(3) 5

Bangalore 31st March 1892

My dear Sirs,

In continuation of my D.O of yesterday I enclose herein a new para in lieu of para 5 of the Minute, copy of which I sent yesterday.

Yours very faithfully

(Sd). K. Sreekandeya

Messrs Parry & Co

Madras.

OFFICE OF TH... 13239 31 MAR. 92 ...EWAN OF MY...

(General Serial No. 30).

189

From The Excise Commissioner in Allypore (4)

To The Chief Secretary to the Dewan of Allypore

Dated 31st March 1892.

Despatched

Received 31-3-92 6 P.M.

Enclosures No. One original letter from Mr Guillon.

General No. 1634

No. 165.

SECTION L. R.

FILE No. 20 791-92

SERIAL No. 2

To Secretary 1/4 8/4/92

Submitting for orders Mr Guillon's letter regarding the three different rates of issue liquor imported from Bellikespaum, with reference to the duration of the arrangement.

Submitted
For Dewan's
orders
31/3/92

Mr Vedeaux
Dewan's letter to
Mr Guillon
immediately

6 Office of the Excise Commissioner, 7
in Mysore.

1634
165

Bangalore, 31st March 1892

(4) X

From

The Excise Commissioner
in Mysore.

To

The Chief Secretary to the
Dewan of Mysore

Sir,

I have the honor to submit for early orders the enclosed original letter from Mr Millar the Agent of Messrs Parry and Co in which the firm offer the Nellikuppam liquor at three different rates fixing them with reference to the duration of the arrangement.

1. st Rs 12½ annas per gallon of 20° Under Proof delivered at the Bangalore Central Distillery provided the Mysore Government will guarantee that the liquor will continue to be purchased for a period of three months.

2. nd Rs 14 annas a gallon if no such

such guarantee is possible.

3rd A fairly low rate if the Government guarantee the continuation of the purchase for a period of one year.

2. The duration of the purchase system may last so long as there is the present water difficulty; good rain in April, May and June will remove it; or the transfer of the distillery to the Cauvery banks; the latter quite feasible. I should therefore recommend for Government approval the guarantee for a period of three months only.

3. As regards the rates:— I was under the impression that the Government were bound to supply the manufacturer with water and that the transport of liquor was sanctioned to secure the Government Revenue. While inspecting the distillery on the 29th March morning the Dewan emphatically declared that my views were wrong, that the Government were not bound to supply the manufacturer

with

with water and the Nallikuppam liquor was allowed to be brought in to help Messrs Parry and Co in the fulfilment of their contract with the Mysore State. Under these circumstances, I cannot without direct opposition to that declaration, recommend any addition to the rate of Rs. a-p. 0—10—6. The Company are not entitled to an increase and they cannot therefore have it.

4 According to Messrs Parry & Co they find market for their liquor elsewhere and they do not see why they should bring it to Bangalore bearing extra cost of carriage &c; but as they are bound to give us the liquor at Rs. a-p. 0—10—6 they must either give it at that rate or throw up the contract bearing the prescribed consequences of the default.

5. I would invite the attention of the Dewan to the last para of Mr Millar's letter and request the favor of his early decision on this point. A Semi Official would be enough to keep the issue going

I have the honor to be,
Sir,
Your most obedient Servant,

R. Hayavadana Rao
Excise Commissioner

T.R. No. 1646.

5 Bangalore 30 March 189 100

(4a)

The Commissioner of Excise in Mysore

Rec 30/3/92 7 P.M.

SECTION S.R. Bangalore
FILE No. 200 of 91-92
SERIAL No. 4

I have ~~the honour to inform~~ you I have heard from Messrs. Parry & Co. regarding the price of spirit supplied from Nellikuppam.

The 20° U.P. spirit required for the supply of this Province is say 35,000 gals per annum which is a very considerable quantity. Messrs. Parry & Co. are quite willing & able to supply practically any quantity required; but they say that in doing so they would have to forsake other markets where they have hitherto been regular buyers of their spirit.

They consequently wish me to ask you for a guarantee that Nellikuppam spirit will be purchased for 3 certain months, in which case, they are willing to supply it at 12½ (twelve & a half) annas per gallon at the Bangalore Distillery. This, I venture to

think you will agree with me, is under the circumstances a - arrangement, and a low rate, when I say that the market value of the spirit is equivalent to 12 annas per gal. 20° U.P. at the Nellikuppam Distillery.

In the absence of such guarantee as above mentioned, or in other words, without the certainty of having to supply for 3 months, I am instructed to say they would require 14 (fourteen) annas per gallon 20° U.P. ex the Bangalore distillery.

On the other hand, if a contract could be arranged for one year certain (with the sanction of the Madras Government obtained for the importation of spirit for that period) they would be glad to consider such further reduction in the rate as would probably be satisfactory to the Govt. of Singapore.

I shall feel much obliged if you will on receipt of this kindly either advise me under which conditions you decide that the spirit shall be supplied, or, pending a decision on this point,

accord your permission to issues being paid for at annas per gallon 20° Rs. when, should any other rate be subsequently agreed upon the difference will be refunded.

I have the honor to be,

Sir,

Your most obedient Servant,

A. P. Millar

Agent to Messrs. PARRY & CO.

Madras 1st April 1892. 13

(5)

My dear Sir

I have to acknowledge your favor of yesterday's date with its enclosure and beg to thank you for approaching in a demi-official form the question of the terms of the Contract between my firm and your Government as regards the water supply to Distillery.

It is however with much surprise and regret that we learn that the view which you so far take on the matter differs widely from that which we take & we can only hope that you will see the reasonableness of ours after perusal of this letter.

Our position is that with actually and presumably, no knowledge of the history of the development of the Mysore Abkári System we tendered for the Contract on the invitation contained in the Notification of 23rd December last.

From it (para 9. & 1) we certainly understood that if I Co. with Government to supply water to its distillery, in which we, as Distillers, were bound to work, paying a specified rent.

SECTION
FILE No. 20 Apl 92
14

This rent is heavy but as it includes the water supply which was specially mentioned, we understood that to be a counterveiling advantage guaranteed by Government and put forward as an inducement to attract Tenderers.

This view is supported by the last sentence of para 3c of the rules published in Notification 404 of the 14th January 92 where the distiller is forbidden to "disturb the permanent improvements" among which the water pipes put up by Government are included and it appears to us to follow that Government is necessarily responsible for the efficiency of those arrangements over which it thus retains control.

I would further point out that this view of ours has been that taken by us all throughout and though frequently brought to the notice of the Excise Commissioner & through him as we understand to you it has never been questioned till now.

While I have given you our views as above and believe them are in accord with a strict reading of the Contract as it stands, I would add that whatever our rights may be, we have not the least desire to in anyway press them our

our only desire being to carry out our Contract amicably and without dispute, to we will trust the mutual advantage of Government and ourselves.

I must thank you for offering to further explain matters in person and I have wired Mr. Miller asking if certain days on which only I can at present manage to get away to Bangalore, will fall in with your arrangements. Mr. Shaw having proceeded to England a fortnight ago, I am very much tied down to work here just now.

The formal contract we have been anxious to sign for sometime past and have only awaited a reply to our letter of 4th February last which has we understand has been referred to Government for orders by the Excise Commissioner.

Perhaps you would kindly have that matter attended to at an early date.

I am, my dear Sir
Yours very faithfully
T. V. Yorke

H. Seshadri Iyer Esq
C.E.I.

[illegible]

8 16

Madras 1st April 1892.

My dear Sir

In continuation of my letter of this date I have now to acknowledge your favor of 31st ult: with its enclosure.

It appears to me that the clause 2 of notification of 14th January refered to, further strengthens our case as shewing that Government not only contract to find the Distiller in house room & water but guarantee him against all cost of repairing save to the extent of such petty items as Rs 50/- per annum would cover.

I am, my dear Sir,
Yours very faithfully
A. J. Rose

K. Seshadri Iyer Esq
C.S.D.

SECTION L.R.
FILE No. 20 791-92
SERIAL No. 5

Marco 1st April 1892.

My dear Mr

The Continuation of our
letter of this date I have now to
acknowledge upon Page 4 of 31st ult:
with its enclosure.

It appears to me that the Clause
3 of Ratification of the Tasmanian Agree-
ment further Time for Consideration
Viewing that Government not only contem-
plate the Abolition of Import Duties
+ Works but guarantee their efficient
working of Railways Steam Vessels &
the extent of Trade Policy which are
still of the Customs Revenue &c &c.

Yours truly
Alfred Deakin

SECTION J. R (General Serial No 30.)

FILE No. 20 ff 91-92

SER'AL No. 6

1891

From

The Chief Secretary to the Dewan
of Mysore.

To

The Excise Commissioner
in Mysore.

Dated 1st April 1892

Despatched

Received

Enclosures No.

General No. 1

No. 1

Forwarding the Dewan's Minute on the subject of water supply to the Bangalore Distillery and requesting that Messrs: Parry and Co's local agent be informed repudiating Govt obligation to supply water or to pay them at 12½ annas per gallon, in instead for Nellikuppam liquor to be supplied to the Province for three months or during the period of the present scarcity of water -

16

No 1/1. 91-4-92
1

To

The Secrl Govt

Sir

In reply to yr letter No 1634/165 dated 31 March 1892, I am directed to forward for yr information a Copy of the Dewan's minute of 30 Idem on the subject of the water supply at the Govt Distillery at Bangalore, and I am to express the hope that you will yourself be convinced, by a perusal of this minute, that there is no foundation whatever for the allegation that the Govt. have undertaken to supply water to Messrs Parry & Co. for distillation purposes at the Bangalore Distillery. The question of the alleged Govt guarantee as to water is one which will at once be discussed & decided with Messrs Parry & Co., at an early date. In the meantime I am to direct you to reply as follows to Messrs Parry & Co's local agent that there is no

"The Govt. repudiate on this point the obligation to supply water

* the attached para to be put in.

" at the Bangalore Distillery & Messrs
" Parry & Co., for purchase of
" Distillation, and ~~that~~ they
" are accordingly of opinion that
" the Nellikuppam liquor & the
" ~~as long as Messrs Parry & Co. may~~
" be delivered at Bangalore
" at the Contract price of 10½
" Annas per Gallon - The permission
" to import & deliver the less
" popular Nellikuppam liquor
" in lieu of the better ~~article the~~
" locally manufactured article
" was intended to help Messrs
" Parry & Co. to tide over the
" present ~~Season of~~ Season
" of Scarcity of water. The
" Govt have addressed Messrs
" Parry & Co. when this ~~Subject~~ question.
~~which in the Dewan's opinion~~
~~is capable of a really Satisfactory~~
~~Solution~~. If it is finally decided
" in favor of Govt:, then the Nellikuppam
" liquor must be supplied at Bangalore
" at 10½ annas. Assuming for the
" Sake of argument that it is decided
" agt the Govt., then in that case
" the Govt. must of Course pay
" the extra price now asked for -

"under such circumstances I have been authorized by
"the Govt to inform you as Messrs
"Parry & Co's Agent, ~~that, pending~~
"~~subject to~~ that pending
"the decision which may
"be finally arrived at regard to the
"water supply question above adverted to,
"the Govt. ~~will pay~~ accept your offer & agree to take
"Nellikuppam liquor at 12½ annas
"the Gallon, for three months certain,
"and that they further agree to take the same
"liquor for a longer period than
"three months if the present water
"difficulty continue, but at such lower
"rate than 12½ annas as may
"be mutually agreed upon within the next month.
~~Govt & Messrs~~

"2dly That ~~the offer to pay a~~
~~higher price for Nellikuppam~~
~~liquor~~ any higher price than 10½ annas
~~& any rate~~ which may be paid
"by Messrs Parry & Co. for Nellikuppam
"liquor in accordance with ~~the~~
"the last preceding clause, be
"~~upon the~~ refunded to the Govt.
"if it be finally decided that
"~~Messrs~~ the obligation to supply water
"for distillation at Bangalore does not fall upon
"the Govt —

"The arrangement as above is intended
"~~to enable~~ Messrs Parry & Co. to maintain
"without interruption on any account
"the full supply for the Entire Province &

" The Govt hope that this Supply will not
" be allowed to run short on any account
" whatsoever —
"
" Whether it is necessary for Govt to establish
" the ~~Dollo~~ Distillery on the Kanem is a general
" question which has engaged the attention of the Govt,
" but that question has ~~nothing whatever to~~
" no connection whatever
" ~~do~~ with the temporary arrangement which
" the Govt has sanctioned as above for the
" Supply of Nellikuttakam liquor to meet
" the ~~exist~~ present pressing exigency —

I am to request you to ~~report to Govt, from~~
~~time to time~~ write as above to Messrs Parry & Co's
Agent and to obtain his reply and to take
every step to ensure that the Supplies required
for the Province is maintained without
interruption or diminution of any kind

Yours —

1/4/92

11 am .. 1/4/92

This Shd be despatched
in an hour — The minute
may follow separately

11 4 22

SECTION S. A

Bangalore 20 of 31-32 4 April 1932

SERIAL No. 7

To

A. P. Miller Esq.

Agent of Messrs Parry & Co.

Bangalore

The Dewan desires me to return to you the copies of Mr. Yorke's letters of the 18th instant, which you were to look at to leave with him

Yesterday. The vicar has arrived this morning having travelled to Ryde & back as you will see from the enclosed envelope

Yrs. sincerely

SECTION C

FILE NO.

SERIAL NO.

121
SECTION F. A
FILE No. 20229-97
SERIAL No. 8
2.3

Bangalore 4 April 92

Sir,

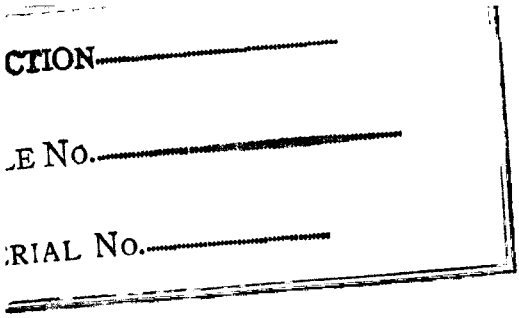
I beg to acknowledge the receipt of your letter of date enclosures & I am glad to learn the Dewan has left.

Mr. Forbes's letter.

Yours very truly

A. Sharma

C. Sitaramaraya Esq


CTION
LE No.
ERIAL No.

(General Serial No. 30)

189

OFFICE OF TH... 24
276
9 - APR 92
62
DEWAN OF MYS...

From The Excise Commissioner
10½ in Mysore

To

The Chief Secretary to the Dewan
of Mysore

SECTION S. R.

FILE NO. 120 Fg 92

SERIAL NO. 9

Dated 8th April 1892

Despatched 9

Received 9/4/92 4 Pm

Enclosures No. 1

General No. 187

No. 14

Forwarding copy of
letter dated the 5th instant
from Messrs Parry & Co.
on the subject of purchase
the Nellikappam liquor.

Subd. - The file is with Mr
Anantaswami Rao.

Mrk 9/4/92

Submitted to the
Dewan. Anadrama Rao
Whether Parry & Co's offer
should be accepted

No. 187
14
(Encl: 1)

Office of the Excise Commissioner
Dated, Bangalore, 8th April 1892.

From

The Excise Commissioner
in Mysore.

To

The Chief Secretary to the
Dewan of Mysore.

Sir,

I have the honor to forward Copy of letter dated 5th April 1892, from Messrs Parry and Co, replying to my letter no. 11 dated 2nd april/92 on the subject of rates at which the Dewan was willing to purchase the Nellikuppum liquor. I do not enclose Copy of my letter to Messrs Parry & Co as it is merely a copy of the para 1 of your letter to me dated 1st April/92 No. 1.

If my reading of Messrs Parry & Co's letter, is correct, I think their opinion is:-

that the Contract they entered into

into with the Mysore State to distil arrack at the Central Distillery and deliver it there at 10½ annas per gallon is practically impossible to work owing to failure of water.

2 that while this failure lasts the Company is absolved from manufacturing arrack.

3 that the transaction under which the Nellikuppum liquor is delivered at the Central Distillery, Bangalore is "outside" the Contract. and

4 that the transaction "saves the Government of Mysore from a considerable loss in Revenue"

All this in short means this. — There is no water at the Central Distillery and the contract is therefore at an end. We Parry & Co however will be glad to sell you our Nellikuppum liquor at our prices 12½ annas and 11½ annas per gallon as the Dewan may decide to take it for three months or one year.

Yrs

The Dewans views as expressed on the 29th March, morning at the Distillery and subsequently repeated in the strongly and distinctly worded minute dated 30th Idem, are just the reverse of Messrs Parry & Co's views.

The Dewan has decided:-

that the failure of
nothing to do with the
of the Contract: just as much
as the failure of jaggery will
not affect it, or the failure of
any other material connected
with the Distillation.

that the Government have
power under the Contract to
strictly enforce its specific
performance.

that however as an act of
grace they will not adopt
this extreme measure, but
permit Messrs Parry & Co to
bring in liquor from Pallikuppam

that the question of water
supply is not open to "Challenge"

or further discussion. It is a decided point – decided that the Government are not under any circumstance bound to supply the distiller with water, though again as an act of grace and in the spirit of a liberal Land-lord, they may help him in finding water.

4 I would under the circumstance – suggest the adoption of either of the two following courses: ——

1 Cancel the contract and call for fresh tenders, explaining clearly in the notification the terms regarding water-supply, high price of jaggery &c, and accept the most favourable tender allowing of course Messrs Parry and Company to sell to Impere Government the Nellikuppum liquor at 12½ annas per gallon for a period of six months. The question whether Messrs Parry shall be ~~made~~ compelled to make good the

the loss in Revenue which the State may suffer by accepting, it may be, a higher tender than 10½ annas, is a point of law which may be left for decision by a Civil Court, if Messrs Parry & Co do not accept the Government decision as regards water-supply; or the Government may be graciously pleased to remit the amount.

The second course:—

Accept Parry & Co's views and purchase their Nellikuppum liquor for the 1st three months at 12½ annas per gallon and for a year from the end of that period at 11½ annas per gallon, leaving it to both parties, choice at the end of that year to cancel all arrack relations with each other if necessary.

It is perhaps probable that if

"ed under

the

the first course suggested above Messrs Parry & Co may not be willing to sell the liquor at 12½ annas or may not be willing to sell it for any price; for evidently in their letter enclosed, they are under the impression that when the water difficully ceases they will come in and distill which they cannot if the contract be at once cancelled. Therefore, instead of complicating matter still further, I may be permitted to suggest the adoption of the second course.

6 There is yet the third course which I recommended in my previous letter, the transfer to Pakhalli; Messrs Parry & Co think, it will take them to prepare the place for distillation, six months; this time may be alowed. This arrangement is the very best in the interests of the State, the distiller and the consuming public.

I have the honor to be,
Sir,
Your most obedient servant

R. Vijayaraghavan
Excise Commissioner

Encl.

Madras 5th April 1892.

To

The Excise Commissioner of Mysore

Bangalore.

Sir,

We have the honor to refer to your letter of 2nd instant to our agents Jno Gillar and regret to have to point out that there appears to be some misapprehension on your part of the offer made by us as to supplying Bellicopum Spirit to Bangalore.

In your letter under reply you state that you have been authorized by Government to accept our offer of Bellicopum liquor at 12½ annas per gallon for 3 months. This is in order and we hereby confirm the arrangement.

But you go on to say that Government "further agrees to take the same liquor for a "longer period, should the present water difficulty "continue, at such lower rate than 12½ annas "as may be mutually agreed upon within the "next month."

To this we must demur for we on through our agents only offered if Government would contract for 12 months certain to consider a reduction in our quotation of 12½ annas

as

as above. In our personal interview with the Dewan, Mr. Yorke said that for such longer contract we would accept 11½ instead of 12½ annas but we cannot leave this offer open as at any moment other engagements may offer which we could not afford to leave in doubt.

The fact that Government repudiate any obligation to supply water we note but are constrained to challenge their right to do so. We claim that Government should supply us with water sufficient for distillation of all the necessary spirit, but in our view of the present position of affairs we fail to see the grounds upon which Government can ask for any refund of the price of Spirits supplied by us from the Kelliconpum Factory for the following reasons.

We think you will admit that the contract to manufacture arrack within the territories of His Highness was entered into on the basis of the continued existence and supply of water. We say the water should be supplied by the Government, the Govt. say it should be supplied by us. It appears to us however at the present moment to be immaterial who should

supply

supply the water, because for all practical purposes water cannot be supplied by either party. Whose fault is this? The fault of neither party; it is the act of God. Is not then the party who has to supply the water, whether it be the Government or ourselves, entitled to say - from the nature of the agreement between us it is quite apparent that we contracted on the basis of the continued existence of water. Without fault of either party water does not practically exist, we are therefore absolved from supplying water and Parry and Co: are absolved from manufacturing arrack so long as the water supply ceases to exist.

If our reasoning is correct then the supplying by us of arrack at this juncture at present prices while it saves the Government from a very considerable loss in Revenue is outside our Contract and we cannot consent to make any refund of the 12½ annas to be charged.

We have &c

(Signed) Parry & Co:

"Copy"

R. Vijayendra Rao

Excise Commissioner

in Mysore

Enclosures to 819

(10)

34

Madras, 5th April 1892.

To

The Excise Commissioner
of Mysore
Bangalore.

Sir,

We have the honor to refer to your letter of the 2nd instant to our Agent Mr. Millar and regret to have to point out that there appears to be some misapprehension on your part of the offer made by us as to supplying Nallikoppum Spirit to Bangalore.

In your letter under reply you state that you have been authorized by Government to accept our offer of Nallikoppum liquor at 12½ annas per gallon for 3 months. This is in order and we hereby

confirm the arrangement.

But you go on to say that Government "further agrees to take "the same liquor for a longer period, "should the present water diffi- "-culty continue, at such lower "rate than 12 1/2 annas as may be "mutually agreed upon within the "next month".

To this we must demur for we through our agent only offered if Government would contract for twelve months certain to consider a reduction in our quotation of 12 1/2 annas as above. In our personal interview with the Dewan, Mr. Yorke said that for such longer contracts we would accept 11 1/2 instead of 12 1/2 annas, but we cannot leave this offer open as at any moment

other engagements may offer which we could not afford to leave in doubt.

The fact that Government repudiate any obligation to supply water we note but are constrained to challenge their right to do so. We claim that Government should supply us with water sufficient for distillation of all the necessary Spirit, but in our view of the present position of affairs we fail to see the grounds upon which Government can ask for any refund of the price of Spirits supplied by us from the Nallikoppam factory for the following reasons: -

We think you will admit that the contract to manufacture Arrack within the territories of

His Highness was entered into on the basis of the continued existence and supply of water. We say the water should be supplied by the government, the government say it should be supplied by us - It appears to us however at the present moment to be immaterial who should supply the water, because for all practical purposes water cannot be supplied by either party Whose fault is this? The fault of neither party; it is the act of God. Is not then the party who has to supply the water, whether it be the government or ourselves entitled to say - from the nature of the agreement between us it is quite apparent that we contracted on the basis

A

of the continued existence of water.

Without fault of either party water does not practically exist, we are therefore absolved from supplying water and Parry and Co are absolved from manufacturing Arrack so long as the water supply ceases to exist.

If our reasoning is correct, then the supplying by us of Arrack at this juncture at present prices while it saves the Government from a very considerable loss in Revenue is outside our contract and we cannot consent to make any refund of the 12½ annas to be charged.

We have the honor to be
Sir,
your most obedient Servants
(Signed) Parry & Co

(14)

39

SECTION 41 S. A

FILE No. 20791-92

SERIAL No. 10

(11)

No 237/130 of 7/8 April/92.

{ as per list, Paper sent

The Govt

order.

A difference has arisen between the Govt. & Messrs Parry & Co. regarding the water Supply at the Central Distillery at Bangalore & ~~and it having been decided to refer the Contention of~~ and as it has been agreed ~~by both Sides~~ that the Same Shd be refd to the decision of Arbitrators appointed by both Sides, the Govt advocate will be requested to draw up ~~a Statement in~~ a formal Statement of ~~the case & the differences~~ Containing the points at issue, and the Agreement of both parties

(to approved) I submit

submit to
& ~~to abide~~ by the
decision of arbitrators
~~to be named~~ on
Each point. The
Names of the arbitrators
may ~~not~~ be left blank
to be filled in after
Consultation with
Messrs Parry & Co,
& the Statement
shd be in such form
~~as wd legally bind~~
~~both parties & accept~~
~~and act according~~
That is, the decision of the
Arbitrators & Two Arbitrators
& an Umpire wd it
is presumed be Satisfy.

made in accordance
with it shd ~~bind~~ be
legally binding upon
both parties.

The Deeds Minuted by
30 March 92 and

relating to the question
are forwarded to
the Govt advocates
for inspn. —

2. When the Statement
~~to~~ called for above
is rec^d the same
will be forwarded
to Messrs Parry &
Co. for their Concurrence
or Amendments if
any — ~~and~~ It will
in the meantime be
suggested to Messrs
P & Co. that if they
C^d direct ~~it~~ their
Solicitors to Correspond
with the Govt. advocate
as regards the preparation
of the Statement.

H.L.

7 Apr 92

Fwd same
time.

Otto Rosser
7 April 92

1892-93

(11

To,

The Government
Advocate

Dated 7th April 1892

No 237/30

Requesting the Govern.t
Advocate to draw up
and submit for approval
a draft formal statement
containing the points at
issue on the subject of the
water supply at the Central
Distillery to Messrs Carry
and Co & the agreement
of both parties to submit
to the decision of Arbitra-
tors

Wdhes 7th April 1892

SECTION V. 2 (16)
FILE No. 2079/92 (13)
SERIAL No. 711

43 16

D. M.
Invercauld

Bangalore
7 April 92

Messrs Parry & Co
Madras

Gentlemen,

I am this day officially advising you on the subject of the proposed arbitration of the question of Water supply at the Distillery at Bangalore -

The Dewan trusts that you will agree with him in thinking that the Arbitrators & the Umpire had better be agreed upon by preliminary private exchange of views before the names are announced in public correspondence, as if Messrs, if any,

On these points should arise beyond the two parties concerned -

On their side the Myore Govt would appoint Mr L. Ricketts, who is at present Insp Genl of Forests & Police & Director of Public Instruction & Statistics in Myore - He is a gentleman of long standing here & varied experience Special & Commercial - Before the Mysore he was for several years Dy Commr of Bangalore District -

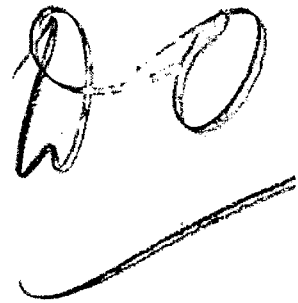
Please let me know whom on your side you would propose as Arbitrator -

As to the Umpire, the Myore Govt would select either Dewan Bahr

The Hon'ble Mr. Subramanya Iyer
C.I.E. of Madras, or with the
approval of the Madras Government
the Hon'ble Mr. H.W. Bliss C.S. C.I.E. -
Please let me know whether these
names are acceptable to you -
If not, please give the names
of three or four others whom you
would select -

I am, Gentlemen,
Yours truly

7 April 92



SECTION S. R
FILE No. 20/7/92
SERIAL No. 12

(12) (15) 46

Messrs Parry & Co
Madras

No. 238/7 dated 15th April 1892

Sirs

With reference to the Conversation which you & Mr Yorke had with the Dewan on the 3rd instant & the agreement then arrived at & after the decision of Arbitrators the difference which has arisen betn you & the Mysore Govt regarding the water supply at the Distillery at Bangalore, I am directed to send for your information a copy of the Proceedings of the Mysore Govt No. 237/30 dated 8th inst. I shall be obliged by your letting me know if you persist back on the suggestion therein contained that your Solicitors should communicate with the Mysore Govt Advocate settle the terms of the reference to Arbitration.

2 Two Arbitrators one

appointed by each side,
with an Umpire nominated
by both parties to decide
on there arising any
differences between the
two Arbitrators, with, it
is believed be sufficient -
If you agree to this Law
I request that you will
be good enough to let me
know the name of the
Arbitrator you would
appoint -

Thank you

Yours truly

J Appleyard

1892-93

(19)

To,

Messrs Parry and Co
Madras.

Dated 7th April 1892.

No 238/7

Forwarding Copy of Govt Proceedings no 237 dated the 7th April 1892 regarding the water supply at the Central Distillery at Bangalore; requesting to know if they would, in Comm[n] with the Government Advocate, settle the terms of the reference to Arbitration, and requesting to inform the name of the Arbitrator on their behalf, if they would agree to the appointment of two Arbitrators one on each side with an umpire.

---

vide their reply dt 30th inst
Regd no

(17)

OFFICE OF THE DEWAN OF MYSORE
15 APR. 92
13

(General Serial No. 99).

189

SECTION S-R

FILE No. 2007/92

SERIAL No. 13

From Messrs Parry & Co (14)

To The Chief Secretary to the Dewan of Mysore

Dated 13th April 1892

Despatched

Received 15th

Enclosures No.

General No.

No.

Replying to Chief Secy's letter Dated 7th instant re Water Supply at Govt Distillery at Bangalore -

11[8] Madras 13 April 1892. 5 65

(14)

To

The Chief Secretary
to the Dewan of Mysore
Bangalore.

Sir,

We have the honor to acknowledge receipt of your letter of 7th inst to which we have delayed replying in the hope of receiving an answer to our letter of 3rd inst to Excise Commissioner.

As stated in person by Mr Yorke we are quite agreeable that the question of the Water Supply at the Distillery at Bangalore should be referred to Arbitration.

We await the proposed draft formal statement to be prepared

Mercredi 13 Juin 1832.

Mon Cher Ami

Je te prie de vouloir bien me faire
avoir la place de Commissaire
de police de la Ville de Rouen
que vient de quitter Mr Lemaire
Je te prie de faire tout ce que
tu pourras pour que je puisse
obtenir cette place car je ne
veux pas rester plus longtemps
à Paris
Je te prie de me répondre
le plus tôt possible
Ton ami
Alfred Le Poittevin

by the Advocate to the Mysore Govt
Containing the points at issue & on
receipt will put it before our Solicitors
for any amendments we consider
necessary and return it to you. It
will then only be necessary to definitely
settle in writing the points at issue
and sign an agreement to abide by the
decision of Arbitrators & leave the
papers put before the Arbitrators.

We are quite agreeable to Mr.
Ricketts acting as Arbitrator on
behalf of the Mysore Government
& we on our part would appoint
either Mr. R. B. Mitchell or Mr
Kenworthy Brown* to act for us

* Barristers (at Law here)

As to the Umpire we should like

quite Content if Mr. Bliss would act in that Capacity & failing his acceptance the post would suggest the 2 Arbitrators mutually deciding upon a Referee.

We do not know whether you would propose to remunerate your Arbitrator as such, he being in the Service of your Govt, but we shall Certainly not wish to ask our Arbitrator to work for nothing & would suggest that the losers pay all such Costs. We will advise you what ours are likely to be shortly & shall be glad of Corresponding information from You.

Whilst agreeable to the above form of Arbitration which You

Suggest, we would propose as an alternative course that each your Solicitors should draw up a statement of your Case, putting forward the points at issue & that these statements be put before a Counsel - to be mutually agreed upon by us both - and whose opinion as to the rights of the Case shall be binding & final on both parties.

In case you might think Madras Counsel biased in any way, we are perfectly agreeable to abide by a Bombay or Calcutta Counsel's Opinion.

We put this alternative course before you as two things in mans

Le Pont Neuf et l'Hôtel de la Monnaie.

Le Pont Neuf est formé de deux parties distinctes, séparées par une île, sur laquelle s'élève la statue équestre de Henri IV. Cette statue a été fondue en bronze par Lemot, en 1818, et placée sur le piédestal qui portait autrefois celle de Louis XIII, par Marsy et Biard. Elle pèse 6,000 kilogrammes. Le piédestal, qui a 13 mètres de hauteur, est orné de bas-reliefs représentant des sujets tirés de la vie de Henri IV. Sur la face qui regarde le Pont-Neuf, on lit cette inscription : HENRICO IV PATRI OPTIMO. Sur la face opposée, on lit : HENRICO IV PIO FELICI AUGUSTO.

ways it would be best that the question should be decided upon its legal merits since after all that must necessarily be the basis of our respective reports.

I have the honorable,

Sir,

Your most Obt Servt

Samuel

une copie de manière à ce que tout le monde
obtienne le résultat désiré. Merci de votre
coopération sur ce dossier important.

Bien cordialement,

SECTION I. R

FILE No. 2057/92

SERIAL No. 16

(V)

(General Serial No. 30).

189 .

55

OFFICE OF THE
478
APR 92
DEWA
90

From Govt Advocate (15)

To The Secretary & Mrs Dewani Mysore

Dated

Despatched

Received 13 Apr

Encl

General No. 54

No.

Corresp

Subj Draft of agreement for submission to arbitration of the question regarding water supply at Govt Dispensary raised by Messrs Parry & Co.

In reply to Govt order no dated 7 March 1892

(20)

(15)

5

Urgent

No 54

Encl: 1 / File of Correspondence.

Bangalore
13 April 1892.

To

The Chief Secretary to the Govt. of Mysore.
Bangalore.

Sir.

The Enclosures are hereunto annexed.

With reference to the Proceedings of the Government dated the 7th inst: I beg to submit a draft of Memo: of agreement for submission to arbitration, wherein called for.

As far as I can see, the only issue between the parties seems to be as regards the liability of the Govt. to supply the requisite quantity of water: and from all the precedents I can gather, the necessity for an Umpire can arise only where the Arbitrators disagree as to their award

I have the honour to be
Sir
Your most Obed Servant
C. Meenakshy.
Govt. Advocate.

(19)

~~(15a)~~ 5

Memorandum of Agreement made this ——— day ———
Between the Government of Mysore represented by the
Dewan of Mysore of the one part and Messrs Parry & Co
of Madras Abkari Contractors to the said Govt.
of Mysore of the other part.

Whereas differences have arisen
and are pending between the Govt.
of Mysore and Messrs Parry & Co as
regards the liability of the said
Govt. of Mysore under the Govt.
Notification dated the 23rd Dec. 1891
to ensure the requisite supply of
water for manufacturing purposes
at the Govt. Central Distillery as
a condition precedent to the said
Messrs Parry & Co fulfilling their
undertaking to supply arrack
of the amount and at the rate
offered & therein in their tender
dated ——— and

Now it is hereby agreed that
the said differences shall be referred
and the same are hereby referred

4

to his arbitrators and determinations

of ——————— as

arbitrator nominated by the

said Govt. of Mysore and ———

as arbitrator nominated by the

said Messrs Parry & Co and

it is further agreed that in case

the said arbitrators shall not

agree in making an award

or in determining the matter

hereby referred to them, to the

umpirage of ———————

and it is also further agreed

that the award or determination

which shall be made by the said

Arbitrators or Umpire shall

be final and binding upon

the said parties hereto respectively.

In Witness whereof the parties to these Memorandum

of Agreement Viz. the Govt. of Mysore represented

by the Dewan of Mysore and Messrs Parry

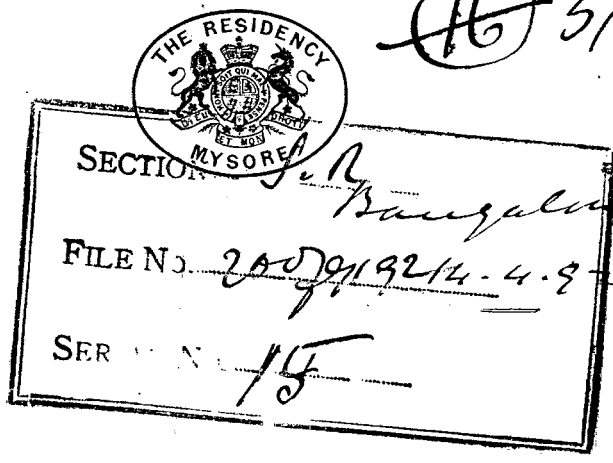
& Co. of Madras Abkari Contractors to the Govt. of

Mysore have hereunto set their respective

hands this — day of —

C 22

(H) 59



Huydar Dewan

Col Krafts has written to ask what he is to do regarding the price of arrack. The manufacturers demand 12½ as instead of 10½ as stated that they

60

have been authorized
to charge this county 4
cts per cwt of water
& then the cars.
How is the 2 cts 4
the wet? The retail
vendors of course can
& can be expected to
pay. How do you

meet the charge? he
has already taken
from a person in
connection sale moved
May to Smith's
warehouse whereon
any further charge
which must also
get sanction of G.P.?

Yours truly
Wm. Wardlaw Lees

SECTION I-A [illegible]
FILE No. 20 [illegible]-92
SER'AL No. 16

17. 62

Bangalore
11th April 1892.

My dear Captain Ravenshaw.

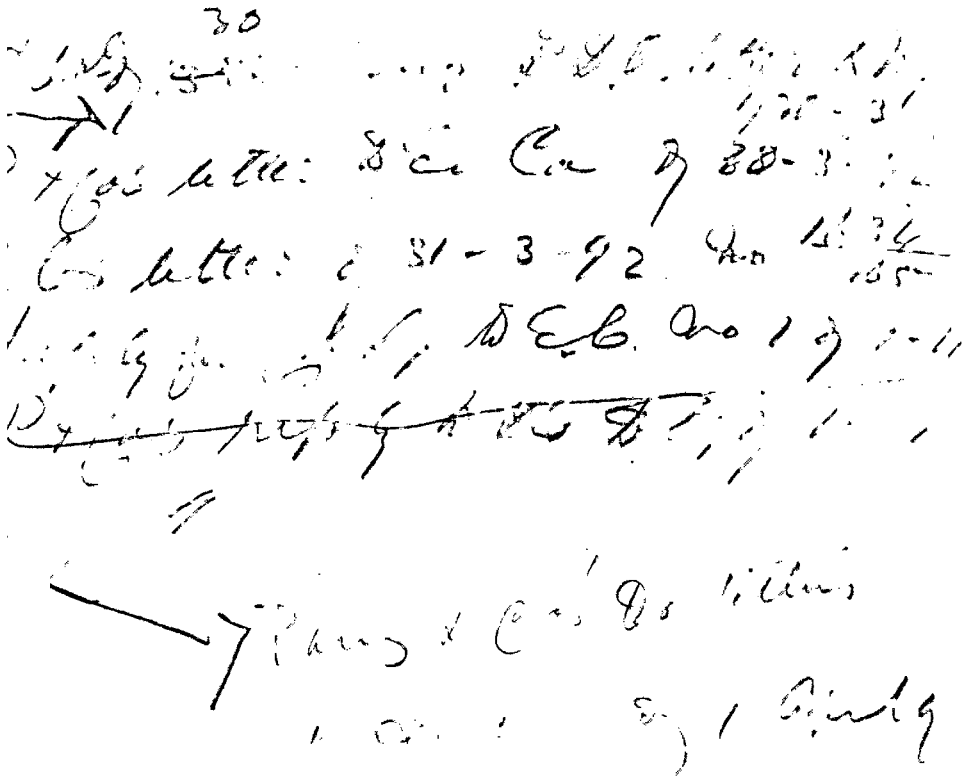
The import of liquor from Nellikuppam has become necessary owing to the absence of water for manu-facture at Bangalore, and Parry & Co have stipulated for 12½ Annas for Nellikuppam liquor to cover cost of trans-port &c during next three months, by which time, it is hoped, the present water

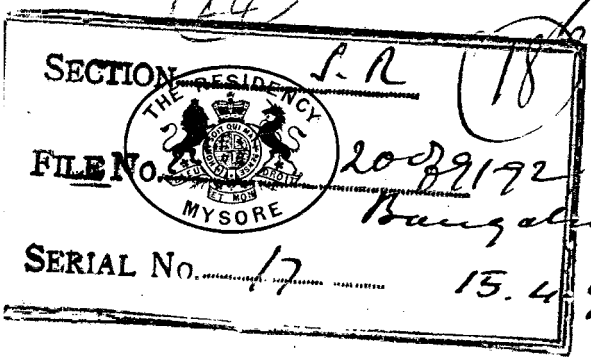
famine would cease to such
an extent as to permit of the
resumption of manufacture
at Bangalore. I found that
the transfer of Distilling opera-
tions to the banks of Cauvery
would be more costly than
the import of liquor at 12½ Annas
from Nellikuppam for three
months. I hold that Parry
& Co. are not entitled to the
extra 2 Annas and the difference
between us upon this point
has to be referred to arbitration

Under such circumstances it will be safe to get the sanction of the Government of India to pay the extra two annas for the next three months. I shall have sent to you for further information copies of the correspondence which has taken place between the Durbar and Messrs Parry & Co.

Yours sincerely

/signed/ N. Sheshadriyy





Dear Dewan

I have had some letters regarding disease in trees of which keeps the Residents

He enquires that the contractors entered into contract with knowing that such rocks were & whether there is any temp

he then contract with
he Dubois that would
authorize a raise in
the price they should
sell at 10 Kr

Straight he answered
if they failed but both
he Dubois & the doctors
knew what they
were about when they

unfixed

You write that you hold
any to be entitled to
Extra 2 annas after
in August the final

The Resident says
may it not include
Some in the matter
remarks that he Burton
stated hold the Contractor
to the sum of Rs 10/-

Sankil
Muralidharan
K Sheshadri Rao Esqr. C.E.

SECTION Bangalore T.C.
FILE No. 2 & Genl 20 of 1912
SERIAL No. 18
re Madhana Rao.

I would like you to keep a very careful watch over the supply of water in the Distillery tank appointing for the purpose if necessary a special Nirgunti. How much water does the tank now contain & how much is there in the tank above it, the Kempambudi? If we

let down what new pan-
duit has received into
the Distillery tank,
how many months supp
would the latter have.
The present arrangeme
with Parry & Co for
Nelleruppam liquor
is only for 3 months
till the end of July.
If the Distillery Tank
supply does not

improve rapidly. I
must think of removing
the Distillery to the
banks of the Lawley,
an arrangement
which as a perma-
-nent one will be
very advantageous indeed.

Yrs. Very Sincerely
Kshernadri Iyer

Dear friend.

I went over both the
Kempambudi & Doda
this morning. In the distillery
tank the water level is 8½ ft

below the Kadr [illegible]
& about 5 ft above the
sluice floor. The inlet
is small.

In the Rempambudi the
water level is about 2 ft
below the sluice floor & it
will require a very good
shower to raise it to
the sluice level.

I shall arrange about
the conservancy of the
water in the Distillery tank
& report any accession to the present
supplies

Yours sincerely
W Pearkes Major

72

SECTION Sec A

FILE No. 2079192

SERIAL No. 19

(General Serial No. 30.)

OFFICE OF THE DEWAN
1892 328
9 JUL 92
R74

From The Comptroller of Mysore (21)

To The Chief Secretary to the Dewan of Mysore

Dated 7 July

Despatched 9 July

Received 9 July

Enclosures No.

General No. 1 No

Requesting that orders of Govt may be obtained regarding the adjustment of excess between annas 2 and annas 2½ per gallon agreed to be paid to Messrs Parry & Co on account of Bellicondana liquor

Rec. Off. June 9/7/92

Rec'd 11-7-92.

No. 173

COMPTROLLER'S OFFICE 8 JUL 92 MYSORE

OFFICE OF THE COMPTROLLER OF MYSORE,

Bangalore, 7 July 1892.

From

~~A. RANGASWAMI IYENGAR, Esq.~~,

The Comptroller of Mysore.

To

The Chief Secretary to the
Dewan of Mysore.

SIR,

I have the honor to request that the early orders of Government may be obtained regarding the adjustment of the escesep between annas 2. 8 and annas 1½ per gallon agreed to be paid to Messrs Parry & Co. on account of Nellicopam liquor of 20° under proof imported into the Mysore State from 1st April 1892 to 30th September 1892 as intimated to this office by the Excise Commissioner in his Nos. 1784/158 & 100/15 dated respectively the 17th June and 4th July 1892 and annas 10. 6 per gallon the rate at which it is to be sold to the Arrack Rent Monopoly Farmers under Rule 3 of the Conditions of License (appendix A) of Notification No. 453 dated 22nd February 1892.

I have the honor to be,
Sir
your most obedt servant,
By Order
For Comptroller

(General Serial No. 30.)

1892.

OFFICE No. 6852
7 DEC. 92
R 1785
DEWAN MYSORE

Draft Submitted

From The Excise Commissioner in Mysore

To The Chief Secretary to the Dewan of Mysore.

Dated 21st
Despatched 27 } December 1892
Received

SECTION— L A
FILE No. 20 Dy 92
S. " 20

Enclosures. (General Serial No 28.)

189

From The Excise Commr.

To The Comptr

Dated 4th July 1892
Despatched 5th
Received

General No. 100/15 189.

Enclosures—Number.

This office no 1789/158
dated 17th/18 June 1892

Has the honor to intimate that the Head for importation of Nellikeppanelgu

[illegible]

A D 25/1/93.

No. 3529/196
(Exc. 1)

Excise Commissioner's Office

Bangalore, 21st/27 December 1892

25

From

The Excise Commissioner
in Mysore

To

The Chief Secretary
to the Dewan of Mysore

Sir,

In forwarding, herewith, copy of docket No. 126, dated 20th instant, from the Deputy Commissioner, Bangalore District, I have the honor to request that the Survey Department may be instructed to assess all the wet lands under the Kempambody tank, at dry or Bengar or Chillar Bagayet rates

according

according to the nature of the soil or its proximity to a perennial spring, well or channel, as the lands are not now irrigated by the tank water, the tank being reserved exclusively for the use of the Distillery

I have the honor to be,
Sir,
Your most obedient Servant

S Ricketts
Excise Commissioner
Mab. in Impore

75

(General Serial No. 30.)

~~24~~

SECTION J. R

1893.

FILE No 2007/91-92

SERIAL No. 26

From *The Chief Secretary to the Dewan of Mysore.*

To The Comptr. to the Govt. of Mysore
" Excise Commr. in
Mysore

Dated 11th January 1893

Despatched

Received

Enclosures No.

General No. 11258-9

No. R-7-96-92

Authorizing the Comptr.
to make the excess payment
in the manner indicated by him
on the quantities of Vellichuppa
liquor imported by Messrs.
Parry & Co. into the Mysore State.

(General Serial No. 30.)

CE 7878
23 JAN
R 2026

1893. (27)

SECTION J. A

FILE No. 20 of 93.2

SERIAL No. 22

From The Comptroller of Mysore

To The Chief Secretary to the Dewan of Mysore.

Dated 21

Despatched 23 January.

Received

Enclosures No.

General No. 3603.

No.

Annexes a Statement showing the quantity of Arrakupsum liquor issued for sale from April to Dec 92

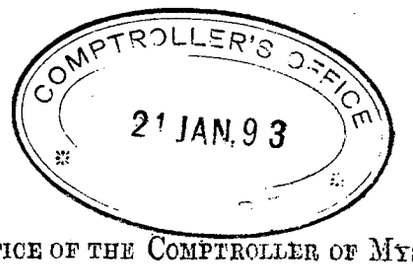
Rev.

Check and bring up.

23/1/93

Memo Subd write Regd No 8926

R 2125



(27)

OFFICE OF THE COMPTROLLER OF MYSORE,

Bangalore, 21st January 1893.

From

~~A. RANGASWAMI IYENGAR, Esq.,~~

The Comptroller of Mysore.

To

The Chief Secretary
to the Dewan
of Mysore.

SIR,

With reference to your docket No: 9902 / R.T. 205-92 dated 5th January 1893, I have the honor to annex in the overleaf a statement shewing the quantity of Nellikarpha liquor issued for sale from the Central Distillery from April to December 1892, the rate at which and the amount paid to Messrs. Parry and Co. therefor on cheques issued by the Supervisor of Central Distillery on the Bangalore District Treasury as provided under clause 2 of rule XXIV of Excise rules framed under Excise Act XXII of 1881.

I have the honor to be
Sir
Your most obedient Servant

[illegible]
for Comptroller

E.V.

To

liquor issued to

Month	Bangalore District.	Other Dists including cities of Bangalore and Mysore	Total	Rate per gallon	Amount	Remarks.
April 1892	"	36743	49 36743	49	28.706	3 6
May "	4951	17 23109	43 28061	9	18.673	7 8
June "	5753	3624	519 6 30272	42	19.874	12 6
July "	5093	" 25285	12 30378	12	19.441	6 5
August "	4862	" 25035	10 29897	10	19.232	3 6
September	5062	" 26239	30 31301	30	20.154	4 3
October	4859	" 22840	23 27699	23	17.585	13 11
November	"	" 6221	14 6221	14	4.665	15 4
December	"	" 5314	5314		3.984	10

A. Only the difference between the rate paid by Vend farmers of the Bangalore bl and that allowed by Govt for imported liquor viz 12 1/2 and 10 1/2 annas i.e. 2 annas per gallon has been paid to the manufactures on cheques.

B. — do — do — do — 12 and 10 1/2 annas i.e. 1 1/2 annas per gallon — do —

C. The Excise Commissioner in Mysore has been requested to recover at once from Messrs Parry and Co the difference of price of liquor between 12 and 10 1/2 i.e. 1 1/2 annas per gallon allowed them in excess for the Nellikuppam liquor from and after 13th October 1892. Instructions have also been issued to the Excise Officer Bangalore not to make payment beyond 10 1/2 annas per gallon for the liquor in question from and after the receipt of this Office instructions.

From.

SECTION S A

FILED ON 20 Jan 92

SERIAL NO. 23.

The Secretary.
General & Rev Depts.
Govt of Mysore

To The Dewan Canara

Gl No 13194 dt. 26.1.93.
R. 1576-92 31

Forwards a copy of the Inspection memo, by the Offg Dewan.

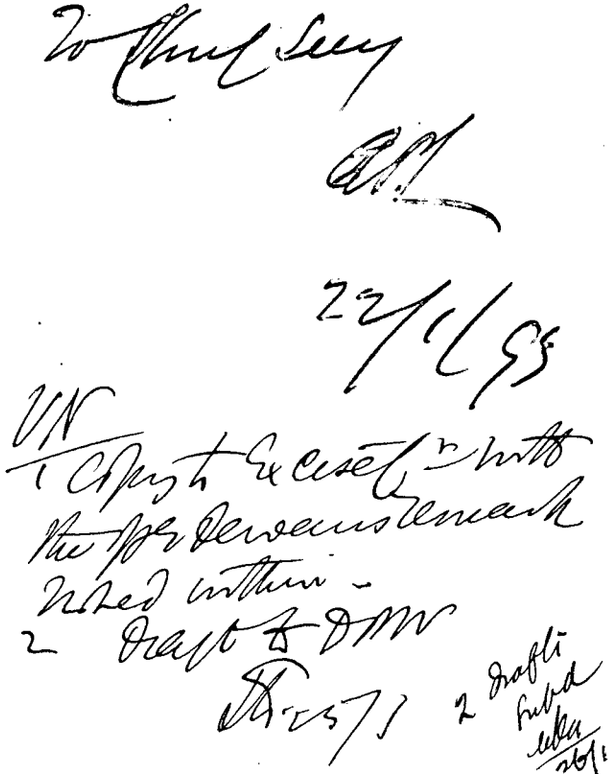
The original is missing

28

Memorandum

I visited the Govt Central Distillery on the morning of the 21st instant. Asstt Supervisor Costello was present also Mr Millar's business manager I gathered the following information

Nellikuppam liquor is being freely imported - A good stock of it is in store. But the bulk of the liquor received from Nellikuppam is overproof - ranging from 35 to 40 degrees o/p. the reason for importing such liquor being to save the Railway freight I saw also "some 60" overproof liquor In terms of 20 degrees underproof which is the ordinary issue Strength the quantity now in store in the Central Distillery would represent 30,000 gallons, the minimum quantity the contractors are bound to maintain being 17,500 gallons



(24)

SECTION L. A.
FILE NO. 20/93/92
SERIAL NO. 24 To.

The Chief Engineer
in Mysore.

Dt. January 1893.

No. 13195 dt 26-1-93
R. 1577-92 31

Sir,

As much inconvenience is felt by the Govt. Contractors for the D.P.W. not having commenced the work of re-adjusting the water pipes in the Central Distillery at Bangalore, which was promised to be put in hand by the 20th instant, I am directed to inquire what the cause of delay is and also to request the favor of your issuing early orders for ~~the Early~~ attaching in the matter.

I have.

Chief Engr

ebk
26/1

(General Serial No. 30.)

189

From

To

The Chief Secretary to the
Dewan of Mysore

Dated

Despatched

Received

Enclosures No.

General No.
No.

References to be marked.

Mysore Govt. C. Press, Bangalore.—21-12-92.—2000.

SECTION √- R

FILE No. 20 ƒ 21-92

SERIAL No. 25

Read :—

Letter No 35-29 of the 196
21st December/92 from the Excise Commissioner in Mysore, submitting copy of a docket from the Dy Commissioner of the Bangalore District No 126 of the 20th idem on the subject of the revision of assessment on the lands situated below the Kempambudi tank in the Bangalore Taluk.

No 13201-2 / R. 7252-92 D/ 26-31 93

Sm/

Order thereon.

Ordered that copies of the foregoing communication be forwarded to the Superintendent, Revenue Survey, with a request that he will revise the assessment on the lands in question, as the tank water is now reserved exclusively for the use of the Govt Distillery.

To the Supdt. Rev. Survey
Excise Comm. for info

DD

Chief Secty.

(General Serial No. 30.)

SECTION S.A

FILE No. 2007/1692

SER'AL No. 26

From The Comptroller of Mysore

To The Chief Secretary to the Dewan of Mysore

Dated 30

Despatched 31

Received January.

Enclosures No. 1

General No. 3743.

No.

Request to be informed whether he is to admit the payment of 10½ annas per Sultan for Nelle Kuppam Arrack issued after 1st October 1892

Rev- Submit with Messrs Parry & Co's Bills File

31/1/93

Memo subd for orders.

21/4

Memo submitted for Dewan's orders on 28/4/93 - The files are returned to the Rev: Branch as ordered by the Chief Secy -

28/4/93

Mysore Govt. C. Press, Bangalore.—16-1-93.—1,000.

Read 31/1

COMPTROLLER'S OFFICE
30 JAN 93
MYSORE

83

No. 3743

OFFICE OF THE COMPTROLLER OF MYSORE,

Bangalore, 30th January 1893.

From

~~A. RANGASWAMI IYENGAR, Esq.,~~

The Comptroller of Mysore.

To

The Chief Secretary
to the Dewan
of Mysore

SIR,

With reference to Remark C., in the margin of my letter No: 3603 dated 20/23 instant, I have the honor to state that the Excise Commissioner's No: 3974/639 dated 21/25 January 1893 copy enclosed, in reply to that communication submits that as the Nellikuppam liquor issued from and after 1st October 1892 was imported by Messrs Parry and Co before the 30th September 1892, they have been correctly paid at the rate 12 annas per gallon. But I beg to observe that the Excise Commissioner paid the manufacturers 12½ annas per gallon up to 30th June 1892 and thereafter at only 12 annas irrespective of the Stock of liquor in question that they may have had on 30th June 1892, and to request to be informed

informed whether I am to admit payment of over 10½ annas per gallon for the Nellikuppam liquor issued from and after 1st October 1892.

I have the honor to be
Sir,
Your most obedient servant

for Comptroller

H.H.

Enclosure to S.L. 26

(General Serial No. 30.)

1893

From The Excise Commissioner in Mysore

To The Comptroller of Mysore

Dated 21st
Despatched 25th } January 1893.
Received

Enclosures No.

General No. 3974
No. 639

The Comptroller's No: 3523 dated 18/19th instant.

In reply has the honor to state that the liquor issued from the bottling room and after 1st October 1892, was imported from Nellikuppam before 30th September 1892, and therefore it was correctly paid for at 12 annas per gallon.

2. The liquor imported since

Mysore Govt. C. Press, Bangalore.—16-1-93.—1,000.

since December 1892, is being paid for only at 10½ annas per gallon.

(Signed) L. Ricketts
Excise Commissioner
in Mysore

Copy

P. Rama
Chief Assistant
to the Comptroller

W.

K.M.

(General Serial No. 30.)

OFFICE
8481
4 FEB 93
R2176
DEWAN'S OFFICE

1893

From The Excise Commissioner

(31)

To The Chief Secretary to the Dewan of Mysore.

Dated 1st
Despatched 3
Received
February 1893.

Enclosures No.

General No. 4175
No. 260

In reply to

SUBJECT.

In reply to Chief Secretary's No. 13196 / R.1576-92, dated 26th / 31st January 189[illegible] states that the Executive Engineer Bangalore division, will commence the readjustment of the piping, at the still-house as soon as distilling operations are stopped by Messrs. Parry & Co.

Rec'd. 3/2/93

References (to be entered only in the Dewan's Office).

To the same & Chief Engineer No 13521-2 / R7252-92 dt 13/2/93.

Refer with Draft Sched.

8/2/93

Submitted for information, with Chief Engineer's letter No 494 dated 7th instant.

The Excise Commr. does not say when the distilling operations can be stopped. The present time when liquor is being imported from Vellikuppam seems to be opportune for carrying out the work of relaying the piping. If the Executive Engineer can take the needful timely steps & report for my orders I see no objection.

Draft Sched for approval
13.2.93.

SECTION S.A
FILE No. R0 57/91-92
SERIAL No. 27

No. 4175/260 Excise Commissioner's Office
Bangalore, 1st/3 February 1893

From

The Excise Commissioner
in Mysore

To

The Chief Secretary to the
Dewan of Mysore

Sir;

Your docket No. 13194/R. 1576-92, dated 16th/31 January 1893. —

With reference to the acting Dewan's remarks on Mr. Puttannachetty's memo on the inspection of the Government Central Distillery, I have the honor to state that the Executive Engineer, Bangalore Division, will commence the readjustment of the water piping at the

at the still-house, _____ as
soon as Messrs. Parry & Co. stop
distilling operations. ——

I have the honor to be
Sir
Your obedient Servant

Thos. Leete
Excise Commissioner
Gwb.

SECTION [illegible]

FILE No. 2989192

SERIAL No. 20

0727

1892. EBR 2233

MYSORE P. W. DEPARTMENT.

No. 494

32

From

The Chief Engineer
of Mysore.

To The Chief Secretary to the Dewan of Mysore

Dated Bangalore 7/8 February 1893.

Despatched

Enclosure No. 3

SUBJECT.

Forwarding Executive Engineer Bangalore Division No. 6405/807 dy 4-2-93, reporting on their adjustment of piping at the Distillery

Rev. Rep. Mar 8/1893

Mysore Govt. C. P. Bangalore.—10-9-92—1,000.

No. 6405/80

Executive Engineer's Office
Bangalore Division
Bangalore the 4th Febry 93

Enclosures 8 Recd
6

To,

The Chief Engineer
of Mysore.

Sir,

In reply to your memo No. 365 of the 2nd instant, on Chief Secretary's letter regarding the adjustment of piping off the Distillery, herewith returned, I have the honor to inform you that the Excise Commissioner in his D. O. letter dated 6th November 1892, forwarded a proposal from Messers Parry and Co, to carry out the re-adjustment of Water Supply, and work in connection with the same was deferred in order to allow of that firm submitting a tender for the Distillery Water Supply. ——

2. — On the 28th November 1892, the Excise Commr forwarded an extract from letter received from Messers Parry and Co, declining to execute the work and requested that it might be taken in hand by Departmental Agency, and on receipt of this I at once took steps to put the work in hand; and after some delay and difficulty succeeded in obtaining a competent Contractor to undertake it. ——

3. — On the 6th January 1893, intimation was received from the Excise Commissioner that Messers Parry and Co had been permitted to import Spirits for three months, from which

and

...d ... bec... ...t letter dated 11th January 1892 ...
... that distillation would be stopped ...
... ed the Excise Commissioner that it ...
... would commence immediately distributing
... litres of the 20th January and complete it by
... end of that month. ——

4. ——I am further directed to forward herewith a letter dated 24th January ... received from the Excise Commissioners ... forwarding a letter from Mr Millar intimating that there was much in hand at the Distillery which could not be distilled for 7 days, and further requesting that 7 days notice might be given him to stoppage of water supply. This was followed by a letter from Mr Millar dated 26th January 1892 intimating that he had been informed by the Distillery water supply Contractor that water would have to be cut off in 6 or 7 days hence and requesting official confirmation of this, in order that he might if necessary stop setting up wash. ——

5. ——It is correspondence in connection with the proposed water was with the Assistant Engineer who was in camp at Thermaport and I was unable to reply to Mr Millar's communication until the 30th January 1892, and submit for perusal copy of my D. O. of that date as also of my official letter no: 6288/1073 of the 31st idem, giving the 7 days notice asked for and intimating that distribution within distillery would be completed by the end of February. ——

6. ——Mr Millar has requested me to ... joint cement for caulking pipes with ...

of hastening the completion of the work and allowing him to pre-commence distillation as soon as possible, after the relaying of the pipes is completed from which I infer that notwithstanding importation of liquor from Nellikuppam has been sanctioned for three months, of which I would here mention one month has elapsed, it is proposed to close the Distillery for as brief a period as possible, and I have addressed the Excise Commissioner on this subject. ———

7.—In conclusion, I beg to state, that every facility has invariably been accorded to the Abkary Contractor's Agent, in all matters connected with the Distillery, and regret to find its now stated that he has been put to inconvenience through delay in execution of work by the Department, and trust that the reports now submitted will clearly show that there has not been any cause for such animadversion, as that under reference. ———

I have the honor to be
Sir
Your most obedient Servant

A. Cadell

Executive Engineer,
Bangalore Division.

Encl. 3

Enclosures 3

Enclosure Esq. 1893

SECRETARY'S OFFICE
REG'D. NO. 621
6- FEB. 93
MYSORE W. DEPT.

Sir,

I/c Executive Engineer,
Bangalore Division.

No. 494

Forwarded in original to the Chief Secretary to the Dewan, with reference to his No. 13195/1547 dated 26th Ultimo. There has been no delay on the part of this Department. —

John Pennycuick Lt-Col. R.E.
Chief Engineer of Mysore —
Bangalore
7th February
1893.

To,

The Chief Engineer
of Mysore

Bangalore the 7th February 1893.

Dated 6"

Sir:

No. 6405/807

Enclosure No 3

Subject

(Returns on Hazardous cut at Hebbal) —

No. 6288
1974

(32)

Executive Engineer's Office
Bangalore Division
Bangalore 31st January 1874

Enclosures to 28

From
R. F. Scaldwell Esquire
Executive Engineer
Bangalore D.D.

To,
A. P. Millar Esquire
Agent to Messrs Parry & Co.
Bangalore

Sir

With reference to your letters dated 26th and 31st January, relating to water supply of Distillery, and in continuation of my D.O. letter of to-day's date, I have the honor to request you will obligingly order the setting up of wash to be discontinued from to-day, and so arrange distillation in the Distillery, that there may not be any impediment to the commencement of re-adjustment of distribution of water supply on Wednesday the 8th proximo. ——

2. — The re-laying of the piping within the Distillery can be completed in about twelve days, but it would not be advisable to use the pipes for some days after completion of re-adjustment of distribution, and in fact I would prefer the re-commencement of work in the Distillery should be stopped, until the new main from the Distillery to the tank has been completed, and as importation of spirits from Nellikuppam has been sanctioned for three months, I understand stoppage of distillation for this period would not cause any inconvenience.

3. — The repair of wash and cowdar pits

fitg and cement-pointing to sheet wa drain[illegible] will be attended to during readjustment and distribution of water supply.—

2.— The cutting of slots of drains in walls will/or will/or easily damage the drains and I beg some other arrangements may be made, with regard to the placing of the water—

Thanking Sir
Yours faithfully
Sd/ L. J. Sealdwell
Executive Engineer

OFFICE
Received No. 621
6- FEB. 93
MYSD
DEPT.

"Fair copy"

Compared
dt. 2.9.93

Sealdwell
Executive Engineer,
Bangalore Division

SECRETARY'S OFFICE
REG'D. NO. 621
6-FEB. 93
MYS. REVENUE DEPT.

Bangalore 1/C
30 January 18[9]3

My dear Mr. Millar,— Enclosed

Please kindly excuse my not replying to your letter regar the Distillery water supply before thi

I understood from the Excise Commr's letter that Messrs Parry and Co. were importing Spirit and until receipt of your letter as under the impression that re-lay pipes was in progress as I inform the Excise Commissioner that such work would be started, about the 20th of the month.—

I shall feel obliged if you will please let me know whether distillation is still going on at the Distillery, and if so, when you intend stopping the same, also the date on which it will be necessary for you

(33)

Read: —

SECTION S. R

FILE No. 20739(92

SERIAL No. 29

Correspondence ending with Excise Commissioner's letter No. 4175/260 dated 1st February 1893, regarding the Commencement of the readjustment of the water piping at the Still house in the Bangalore Govt. Central Distillery.

No. 13521 / R.F.252-92 dt/13.2.93 / 13

Order thereon: —

The Excise Commissioner does not state in the letter cited above when the Distillery operations can be stopped. The present time when liquor is being imported from Nellikuppam seems to be opportune for carrying out the work of relaying the piping and the Excise Commissioner is to be requested to take the needful timely steps and to report to Govt for the information of Govt

13522 / R.F. 252-92 dt/13/2/93 / 13

13/2
Chief Secretary

To The Excise Commr. in Mysore.

Copy to the Chief Engineer with refee to his memo No 494 dt 7.2.93

Draft

(General Serial No. 30.)

OFFICE OF THE
9076
16 FEB. 93
R 2311
DEWAN OF MYSORE

1893.

submitted for information
May be recorded. Mrs
16/2

17/2/93 Dale
17/2

SECTION S. R
FILE No. 20 R 91-92
SERIAL No. 30

From

The Excise Commissioner (34) in Mysore

To

The Chief Secretary to the Dewan of Mysore.

Dated 14
Despatched 15 } February 1893
Received

Enclosures No.

General No. 4383
No. 270

In reply to Govt. Proceedings No. 13521 R.T. 261-92 dated 13th instant.

SUBJECT.

Informs that the readjustment of the waterpiping at the still-house in the Distillery, has already been commenced by the Executive Engineer, Bangalore Division, and is expected to be completed within a week.

References (to be entered only in the Dewan's Office).

No. 4383/270 Excise Commissioner's Office
Bangalore, dated, 14th/15th February 1893.

From

The Excise Commissioner
in Mysore.

To

The Chief Secretary
to the Dewan of Mysore.

Sir,

In reply to Government Proceedings No. 13521 R.F. 252-92, dated, 13th Instant, I have the honor to state that the Executive Engineer, Bangalore Division, was already requested to give seven days notice to Messrs Parry & Co. to stop distilling operations, and at the expiration of such term, to commence the readjustment of the water piping at the Still-house in the Bangalore Government Central Distillery. The Executive Engineer accordingly did so, and is now going on with the work

which is expected to be Completed within a week.

I have the honor to be,
Sir
Your most Obedient Servant.

L Thomas
Excise Commissioner
Mys. in Mysore.

(General Serial No. 30.)

38

1893

From

The Chief Secretary
to the Dewan of Mysore.

SECTION L. A

FILE No. 20 Z 91-92

SERIAL No. 31

To The Comptr to the Govt of Mysore.
" Ex: Commr in Mysore

Dated 3d Aug 1893

Despatched

Received

Enclosures No.

General No. 2122-3
No. R 7205-92

According Sanction to the payment at 12 as per gallon, made by the Ex: Commr for liquor imported from Nellikuppam by Messrs Parry & Co. before 30th Sept 1892

References to be marked.

Mysore Govt. C. Press, Bangalore.—9-1-93.—3,000.

113

Read, Govt Pro. No. 112-58 Genl 1-93
R.F. 96-92 3.

and also Correspondence ending
with Comptroller's letter
No. 6520 of 16th June 1893
soliciting instructions
as to whether he may
admit payment made
by the Excise Comm.r
of 12 annas per gallon
for the Nellikuppam
liquor issued by Messrs
Parry & Co from and
after the 1st October 1892
of the stock that was
imported by them before
the 30th September 1892
the contract rate being
10½ annas per gallon.

In 2122-3 / R.T. 205-92 D/3-8-93 / 4.

order thereon.

The payment at 12
annas per gallon made
for liquor imported before
30th Sept.r 1892 is sanctioned
but the Govt observe that
because the Excise Comm.r allow

allowed the Contractors to import from Nellikuppam very large quantity of liquor between 1st July and 30th Septr. far in excess of probable requirements, there has happened the result of the State having to pay in respect of such liquor 1½ anna a per gallon more than the contract rate, and to that extent to suffer a reduction of the Excise Revenue.

29/7. Chief Secy

To The Comptroller &
Nilgiris Govt.

Copy to the Excise Comr.

AK.

115

39

(General Serial No. 30.)

1683

1893 G.

R441

SECTION S.R

FILE NO. 20/91-92

SERIAL 32

From The Excise Commissioner in Mysore

To

The Chief Secretary to the Dewan of Mysore.

Dated 7th August 1893

Despatched 8th

Received

Enclosures No.

General No. 468

No. 70

~~*In reply to*~~ With reference to Government Proceedings No. 2nd 21st 3 dated 3rd 4th August 1893

SUBJECT

Explains the circumstances from which it may be seen that Messrs Parry & Co: were not allowed to import liquor from Nellikuppam between 1st July and 30th September 1892 far in excess of probable requirements.

Rev. MN 9/8

References (to be entered only in the Dewan's Office).

To the same No 4400 of 1892

Submitted with draft

MN 14/8/93

No 468/70 Excise Commissioners Office,
Bangalore, dated 4th August 1893.
8

From

The Excise Commissioner
in Mysore.

To

The Chief Secretary to the
Dewan of Mysore

Sir,

With reference to Government Proceedings No 2142-3 (30) of file 252. R.F. 205-92. dated 3/4 August 1893, I have the honor to state that, under Condition 7 in para 9 of Government Notification No 929, dated 23rd December 18,, and under para 4 of Rule 11 in Government Notification No 495, dated 30th March 1892, Messrs. Parry & Co: manufacturers of arrack to the Mysore State, are required to have, ordinarily, a months' supply which is now nearly 40,000 gallons, on an average.

2. In your letter No 5605/526, dated 29th

29th June 1892, the Sanction of the Government of India to the extension of the period for importation of Country Spirits from Pellikuppam, from 1st July to 30th September 1892, was communicated to me. Under such Sanctions, Messrs Parry & Co: imported the liquor between 1st July and 30th September 1892 as per particulars below:—

	G.	A
In the month of July 1892.	41,668	— 3
" August 1892.	39,967	— 8
" September 1892.	52,416	— 8

It will be seen from the above, that, it was only in September 1892, that Messrs Parry & Co: imported about 12000 gallons more than one months' supply. This was absolutely necessary to cope with the difficulties reported in this office letter No. 2857/148 dated 26th November 1892. Although such precautions were taken, the Stock at the Distillery failed owing to bacterial fermentation &c;

So

* Paper 8 (41)

So that, in December 1892, several indents from the Depôts could not be complied with; and at last, it was found necessary to permit Messrs Parry & Co. to import liquor from Kellikuppam up to 30th March 1893 at the Contract rate of 10½ annas per gallon of 20° U.P. From these facts and circumstances, it may be clearly seen that Messrs. Parry & Co. were not allowed "to import from Kellikuppam a very large quantity of liquor between 1st July and 30th September 1892 for in excess of probable requirements."

I have the honor to be,
Sir,
Your most Obedient Servt.

S Thiketts
Excise Commissioner
in Mysore

S.

(General Serial No. 30.)

1893.

40

SECTION S.R

FILE No. 209/91-92

S No. 33

From The Chief Secretary to the Dewan of Mysore.

To The Excise Commr in Mysore

Dated 6th Septr 1893

Despatched

Received

Enclosures No.

General No. 4400

No. R.7.252-92

Making certain observations with reference to the Excise Commr's letter explaining that Messrs Parry & Co. were not allowed to import liquor from Nellikuppam far in excess of the probable requirements between 1st July and 30th Septr 1892.

Draft for C.S.C.

The Excise Com:
in Mysore.
Dy 6 ~~Augt~~ Sept. 93
No 44.00 / R.7.252-92 Sir: once
His letter no 468/70 Dy 7th Augt 93
Explaining with reference to Govt
Proceedings 2122-3 / R.F. 205-92 Dy 3rd Augt 93
that Messrs Parry & Co were not
allowed to import liquor from
Nellikuppam far in excess of
the probable requirements between
1st July & 30th Septr 92.

In reply, I have the honor to state
that from the Statement of issues
of liquor from the Central Distillery
Sent with this office no 2653 / RF 32-92 Dy
5th Augt 93, it will be seen that
the average monthly supply from
the Distillery does not come to
4,0000 Gls as now reported by the
Excise Comr, but far less, being
only 37,000 Gls.
2. It will be also observed from

× Copy of the statement
Mat. Issued for Mft
5/
File No 32 Sub 6 Issues
Sealing on 19-8-93.

the statement (submitted with his no 453/67 dy 7th Augt 93) showing the monthly quantities of liquor imported from Nellikuppam during the period from April 92 to end of March 93, that the import of liquor in the months of July to Sept 92, was more than the average monthly quantity issued during the period from the Central Distillery as reported in Comptroller's no 3603 dy 21st Jany 93, copy of which is herewith sent.

3. Under the above circumstances, Govt cannot but consider that the import of liquor during the period was in excess of the probable requirements of the time.

4. As to the difficulties ~~said to~~ have been represented in his no 285/148 dy 26th Nov 92, Govt observe that they do not justify the import of a larger quantity than was necessary at the time for the purpose of meeting the requirements of a future period

* Vide 44 of 30 & 205 ?

Explanation is made that ~~the~~ ~~Govt~~ ~~Govt~~ it is difficult to observe their limited powers was made known

* Vide below no 30 of 1893 no 205 ?

and thus the Contractors being allowed to take advantage of the higher rate allowed to import as much liquor as possible within the fixed time. But the payment at 12 annas per gallon made for liquor imported before 30th Sept 92 having been already sanctioned, no further orders are now called for.

B.O.

Chiefsecy

19/8/93

No 3743 dy - 30/31 . 1.

Dy No 6265 / R 2125. Requests to be informed whether he is to admit the payment of 10½ as per gallon for Nellikuppam liquor issued after 1st Oct. 1892.

27. From - The Excise Canmr No 4175/260 dy - 1/3 . 2 . 93.

Dy No 8481 / R 2176. States that the Executive Engineer, Bayalnad will commence the readjustment of water piping at the Still house as soon as the distilling operations are stopped by Messrs Parry & Co.

28. From. The Chief Engineer No 494 dy - 7/8 . 2 . 93.

Dy No 8727 / R 2233. Forwards Executive Engineer, Bayalnad letter No 64 dy. 6.2.93. reporting on their adjustment of piping at the Distillery.

29. Do. The Excise Canmr No 13521 / R Dis 252-92 dy - 13 . 2 . 93.

Advises to take needful timely steps for relaying the piping at the Distillery.

* Do. The Chief Engineer. No 13592 / R. Dis 252-92 dy - 13 . 2 . 93

Forwards copy of the above.

From. The Excise Canmr. No 4383/270 dy - 14/15 . 2 . 93.

Dy No 2076 / R 2311. Informs that the readjustment of water piping at the Still house in the Distillery has been commenced.

31. Do. The Comptroller & The Excise Canmr } No 2122-3 / R. D. 205-92 dy - 3 . 8 . 1893.

Accords sanction to the payment at Rs 12 per gallon, made by the Excise Canmr for liquor imported from Nellikuppam by Messrs Parry & Co.

32 From. The Excise Canmr, No 468/70 dy - 7/8 . 8 . 93.

Dy No 16850 / R 441. Explains the circumstances from which it may be seen that Messrs Parry & Co were not allowed to import liquor from Nellikuppam between 1st July and 30th Septr 1892. for in excess of probable requirements.

33. Do. The Excise Canmr. No 4600/R. Dis 252-92 dy. 6 Septr 1893.

Making certain observations with ref: to the Excise Canmr letter explaining that Messrs Parry & Co were not allowed to import liquor from Nellikuppam for in excess of the probable requirement between 1st July and 30 Septr 93.